

**AGREEMENT TO RECEIVE AND USE U.S.D.A. COMMODITIES  
IN PREPARED MEALS FOR NEEDY PERSONS  
(COOPERATIVE EMERGENCY FEEDING CENTER/SOUP KITCHEN)**

**I. ORGANIZATION IDENTIFICATION**

A. Organization Name: \_\_\_\_\_  
 Organization Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 After Hours Contact: \_\_\_\_\_ After Hours #: \_\_\_\_\_  
 Only for use in food safety holds or recalls.

B. What is the sponsorship of your organization? Public tax supported \_\_\_\_\_  
 \*Private non-profit \_\_\_\_\_ \*If private non-profit, specify sponsor's name and address:  
 \_\_\_\_\_

**\*NOTE: A copy must be provided of sponsor's IRS tax certificate or letter indicating organization's non-profit status under IRS regulations.**

C. Does your organization participate in the National School Lunch, Elderly Feeding, or any other USDA nutrition program providing cash or donated foods besides this program?  
 \_\_\_\_\_ No \_\_\_\_\_ Yes If yes, what program? \_\_\_\_\_

D. What is the primary function of your organization; i.e. soup kitchen, alcohol/drug, domestic violence shelter, etc. \_\_\_\_\_  
 Which meal(s) does your organization provide; i.e. breakfast, lunch, dinner \_\_\_\_\_  
 \_\_\_\_\_

**II. Needy Persons Served**

A. Over the past twelve months, what is your average daily number of persons who received meal service from your organization? \_\_\_\_\_

**III. Food Service Operations**

**A. ALL STORAGE AREAS**

1. Does your organization date stamp or otherwise identify the food products in order to assure that products do not become outdated and are used on a "first in/first out" method?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (If no, please explain) \_\_\_\_\_
2. Is the food properly secured to prevent theft? \_\_\_\_\_ Yes \_\_\_\_\_ No (If no, please explain) \_\_\_\_\_
3. Does your organization have a pest control contract sufficient to protect USDA commodities? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, please explain) \_\_\_\_\_
  - a. Contracted with (specify company) \_\_\_\_\_
  - b. How often is your facility treated? \_\_\_\_\_
  - c. On the last pest control report, were there any problems?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, please explain) \_\_\_\_\_
4. Are all storage areas neat, orderly and moisture free? \_\_\_\_\_ Yes \_\_\_\_\_ No (If no, please explain) \_\_\_\_\_
5. Are all storage areas (dry, refrigerated, frozen) equipped with thermometers?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (If no, please explain)
6. Does your organization plan to (or currently) use commercial storage facilities?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  
(If yes, list company, storage address, and attach a copy of your current storage agreement or contract.) \_\_\_\_\_

**B. DRY STORAGE AREA (50°F-70°F)**

1. Are the foods stored off the floor? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, please explain) \_\_\_\_\_
2. What is the **average** temperature at which the foods are stored? \_\_\_\_\_
3. Is there adequate ventilation in all dry storage areas? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, please explain) \_\_\_\_\_
4. Is the food stored apart from any product or non-food items which might contaminate or spoil the commodities? \_\_\_\_\_ Yes \_\_\_\_\_ No

C. REFRIGERATOR/COOLER STORAGE AREA (36°F-40°F)

1. What is the **average** refrigerator/cooler temperature at which the foods are stored? (Specify temperature in each refrigerator/cooler)  
1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_
2. Are the foods stored off the floor in walk-in coolers? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, please explain) \_\_\_\_\_

D. FREEZER STORAGE AREA (0° or below)

1. What is the **average** freezer temperature at which the foods are stored? (Specify temperature in each freezer) 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_
2. Are the foods stored off the floor in walk-in freezers? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, please explain) \_\_\_\_\_

E. INVENTORY

1. Please describe your organizations inventory/usage system and record keeping procedures regarding the receipt, storage and use of foods. (Please attach a separate sheet if more room is needed.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. OBLIGATIONS/RESPONSIBILITIES**

In order to effectuate the usage of USDA-donated commodities, the Kansas Department for Children and Families (DCF) and the organization identified above (Section I/Organization Identification), a public/private non-profit organization, as the participating organization, agree as follows:

- A. DCF will issue USDA-donated commodities to the above named participating organization. The participating organization will receive prior notice of the delivery date and the amount of each commodity the participating organization is approved to receive.
- B. The participating organization agrees that USDA-donated commodities will be used only to prepare meals for needy persons to be served at no charge in the emergency feeding center(s) operated by the participating organization. In addition, the participating organization agrees that all food will be served and used in accordance with 7 CFR Part 250 and 7 CFR Part 251 of the Regulations for Food Distribution. The participating organization also agrees to display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI nondiscrimination poster "...And Justice for All" or an FNS approved substitute. The participating organization agrees

to compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines as per FNS instruction 113-1.

- C. The participating organization agrees that USDA-donated commodities will not be sold or bartered and will be used according to the guidelines established by DCF.
- D. The participating organization agrees that adequate storage will be maintained for USDA-donated commodities. The participating organization further agrees to be responsible for maintaining the continued fitness for human consumption of USDA commodities while in its possession and control.
- E. The participating organization agrees that any activities conducted during the meal which are unrelated to USDA-donated commodities will be operated under the following conditions: (1) That the person(s) conducting the activity make clear that the activity is not part of the meal service; (2) that the person(s) conducting the activity make clear that participants need not cooperate with him or her in order to receive the meal; and (3) that the activity not interfere with the meal preparation of commodities.
- F. The participating organization is responsible to DCF for any improper use of, loss of, or damage to, USDA-donated commodities which is caused by neglect, carelessness and/or willful mishandling on the part of the organization. Participating organizations are therefore subject to repayment of claims established as a result of such loss, damage and/or improper use. Both DCF and participating organizations have a right to assert claims and take collection action against other persons to whom USDA-donated commodities are delivered for care, handling and subsequently lost, damaged and/or improperly used.
- G. The participating organization agrees to maintain a system for adequate inventory and disposition records. Records shall include; Agreement form, order forms, and inventory records which include quantity of commodities received, used, and on hand as well as any losses.
- H. The participating organization agrees to retain all records pertaining to the receipt and disposition of USDA-donated foods to needy individuals or families, for a period of three (3) years following the federal fiscal year to which they pertain. In instances when claims action and/or audit findings have not been resolved, the records shall be retained as long as required for the resolution of such action or findings. The participating organization also agrees that these records and facilities may be examined by authorized federal or state personnel at any reasonable time. The participating organization understands that its participation in this program is a matter of public record and agrees that DCF may release its name and location to the press and other interested parties. The recipient agency understands that the identification, application and participation information of needy individuals or families is a confidential matter and agrees to keep all such records in a confidential manner, as required under applicable state and federal law.
- I. Organizations which employ food service companies for the feeding of the

organizations recipients must provide a copy of the Food Service contract to DCF. The Food Service Contract Addendum must be completed and also returned with this Agreement. The addendum form provides detailed requirements for participating organizations that utilize food service companies in preparing USDA foods. Contact DCF if an addendum form is needed. The terms of the food service contract must include language so either party may terminate the contract upon 30 days notice. Any commodities received by the organization and made available to the food service company shall be used only for the benefit of the organizations feeding operation and shall be utilized there. The books and records of the food service company pertaining to the feeding operation shall be available for a period of three (3) years from the close of the Federal fiscal year to which they pertain for inspection and audit purposes. **Under NO circumstances shall organizations provide USDA foods to processors or food service companies without prior approval of the DCF Food Distribution Unit.**

- J. Civil Rights Compliance: The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- K. A civil rights pre-award desk review will be conducted by DCF prior to approving new participating organizations as per FNS Instruction 113-1, Section XIII, C.
- L. For auditing purposes, the estimated case value of total donated foods received may be obtained from the delivery invoices. If your organization receives more than \$500,000 in Federal financial assistance you must have an annual audit on file as required by USDA Regulation 7 CFR Part 3052. These audits and their findings will be reviewed by DCF to ensure corrective action (if any) are being completed.

## V. **DURATION/CANCELLATION**

- A. This Agreement is permanent with amendments to be made as necessary to insure compliance with USDA regulations. This agreement is entered into between DCF and the above mentioned participating organization and shall become effective immediately upon execution of the signature of both parties.
- B. This agreement may be terminated by either party at any time upon thirty (30) days written notice. If the participating organization ceases to exist or fails to perform according to the terms of this agreement, DCF reserves the right to terminate this

agreement immediately and transfer any existing inventory of USDA-donated commodities to another location.

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Signature of DCF Approver	Date	Organization Representative	Date
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In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.